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Type of Instrument: JUDGMENT OF FORECLOS

Recorded: 1/14/2019

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Index Number: 15 606353 Sequence Number: 361

Plaintiff(s) :

US BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF ADJUSTABLE RATE MORTGAGE T...

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Defendant(s) :

MAZZIO, JASON CARTER

Attorney(s) :

TAX_MAP_NO:

Liber Page(s):
M00021460-664

ADDITIONAL INFORMATION EXISTS PLEASE SEE DOCUMENT
THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

Judith A. Pascale
County Clerk, Suffolk County

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At an IAS Part VII of the Supreme Court of the State of New York, held in and for the County of SUFFOLK at the Courthouse thereof, Supreme Court Building, 1 Court Street, Riverhead, New York 11901 the 21st day of December, 2018.

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PRESENT:

HONORABLE: William B. Rebolini

Justice of the Supreme Court

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U.S. Bank National Association, as trustee, on behalf of the holders of Adjustable Rate Mortgage Trust 2007-2 Adjustable Rate Mortgage-Backed Pass-Through Certificates, Series 2007-2

Plaintiff(s),

-against-

Jason Carter Mazzio, Melissa R. Mazzio, Mortgage Electronic Registration Systems, Inc., First Lincoln Mortgage Corp. Tod Padavan

Defendant(s)

Index Number: 606353/2015

Order Confirming Referee Report and Judgment of Foreclosure and Sale

Mortgaged Premises: 27 Evergreen Avenue, East Moriches, NY 11940

County: SUFFOLK

SBL#: 796.00/05.00/020.000

Mot Seq # 002; MG; CD

ENTERED: JAN 15 2019
AT: 11 08 am

no Direction

JSC

UPON the Summons, Complaint, and Notice of Pendency filed in this action on 18th AND A SUCCESSIVE NOTICE OF PENDENCY FILED JANUARY 19, 2018 day of June, 2015, the Notice of Motion dated January 17, 2018 the affirmation by Ted Eric May, Esq., the affidavit of merit and amount due by Kim McElreath, who is Document Control Officer of Select Portfolio Servicing, Inc., the servicing agent and Attorney in Fact duly sworn on December 18, 2017, together with the exhibits annexed thereto, all in support of Plaintiffs motion for a Judgment of Foreclosure and Sale; and

UPON proof that each of the defendants herein has been duly served with the Summons and Complaint in this action, and has voluntarily appeared either personally or by an attorney and Plaintiff having established to the court's satisfaction that a judgment against defendants is warranted; and

UPON the affidavit of mailing reflecting compliance with CPLR 3215(g)(3)(iii); and

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UPON proof that non-appearing defendants Mortgage Electronic Registration Systems, Inc., First Lincoln Mortgage Corp. are not absent, in accordance with RPAPL §1321(2); and

A Referee having been appointed to compute the amount due to Plaintiff upon the bond/note and mortgage set forth in the Complaint and to examine whether the mortgaged property can be sold in parcels; and

UPON reading and filing the Report of ELSIE ACEVEDO dated January 8, 2018, showing the sum of $361,225.22 due as of the date of said Report and that the mortgaged property may not be sold in parcels; and

UPON proof of due notice of this motion upon all parties entitled to receive same, and upon all the prior proceedings and papers filed herein;

NOW, on motion by Ted Eric May, Esq., attorney for the Plaintiff, it is hereby

TO THE EXTENT SET FORTH HEREIN

ORDERED, ADJUDGED AND DECREED that the motion is granted, and it is further

JSC

ORDERED, ADJUDGED AND DECREED that the Referee's Report be, and the same is, hereby in all respects ratified and confirmed; and it is further

ORDERED, ADJUDGED AND DECREED, that the mortgaged property described in the Complaint and as hereafter described, or such part thereof as may be sufficient to discharge the mortgage debt, the expenses of the sale, and the costs of this action as provided by the RPAPL be sold, within 90 days of the date of this Judgment, in one parcel, at a public auction at ~~the Supreme Court Building, 1 Court Street, Riverhead, New York 11901~~ BROOKHAVEN TOWN HALL 1 Independence Hill Farmingville NY 11738 by and under the direction of ELSIE ACEVEDO, 111 MAIN STREET, CENTER MORICHES, NY 11934, (631) 878-3280 who is hereby appointed Referee for that purpose; that said Referee give public notice of the time and place of sale in accordance with RPAPL

BROOKHAVEN TOWN HALL

JSC

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South Shore Press
PO Box 431 - 2 Coraci Blvd. Suite 7
Shirley, NY 11967
(631) 828-7800

§23 Fn; and it is further

ORDERED, ADJUDGED AND DECREED that by accepting this appointment, the Referee certifies that he/she is in compliance with Part 36 of the Rules of the Chief Judge (22 NYCRR Part 36), including, but not limited to §36.2 (c) ("Disqualifications from appointment") and §36.2 (d) ("Limitations on appointments based upon compensation"); and, if the Referee is disqualified from receiving an appointment pursuant to the provisions of that Rule, the Referee shall immediately notify the Appointing Judge; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee is prohibited from accepting or retaining any funds for him/herself or paying funds to him/herself without compliance with Part 36 of the Rules of the Chief Administrative Judge; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee shall conduct the foreclosure sale only if Plaintiff, its successors and/or assignees, or its representative is present at the sale or the Referee has received a written bid and Terms of Sale from Plaintiff, its successors and/or assigns, or its representative; and it is further

ORDERED, ADJUDGED AND DECREED that if the Referee does not conduct the sale within 90 days of the date of the judgment, in accordance with CPLR 2004, the time fixed by RPAPL §1351(1) is extended for the Referee to conduct the sale as soon as reasonably practicable; and it is further

ORDERED, ADJUDGED AND DECREED that at the time of sale the Referee shall accept a written bid from the Plaintiff or the Plaintiff's attorney, just as though Plaintiff were physically present to submit said bid; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee shall accept the highest bid offered by a bidder who shall be identified upon the court record, and shall require that the successful bidder immediately execute Terms of Sale for the purchase of the property,

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and pay to the Referee, in cash or certified or bank check, ten percent (10%) of the sum bid, unless the successful bidder is Plaintiff in which case no deposit against the purchase price shall be required; and it is further

ORDERED, ADJUDGED AND DECREED that, in the event the first successful bidder fails to execute the Terms of Sale immediately following the bidding upon the subject property or fails to immediately pay the ten percent (10%) deposit as required, the property shall immediately and on the same day be reoffered at auction; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee shall then deposit the down payment and proceeds of sale, as necessary, in any local banking institution insured by the FDIC in his/her own name as Referee, in accordance with CPLR 2609; and it is further

ORDERED, ADJUDGED AND DECREED that after the property is sold, the Referee shall execute a deed to the purchaser, in accordance with RPAPL §1353 and the terms of sale, which shall be deemed a binding contract; and it is further

ORDERED, ADJUDGED AND DECREED that, in the event a party other than the Plaintiff becomes the purchaser at the sale, the closing of title shall be held no later than 30 days after the date of such sale unless otherwise stipulated by all parties to the sale; and it is further

~~ORDERED, ADJUDGED AND DECREED that, if Plaintiff (or its affiliate, as defined in paragraph (a) of subdivision 1 of section six-1 of the Banking Law) is the purchaser, such party shall place the property back on the market for sale or other occupancy: (a) within 180 days of the execution of the deed of sale, or (b) within 90 days of completion of construction, renovation, or rehabilitation of the property, provided that such construction, renovation, or rehabilitation proceeded diligently to completion, whichever comes first, provided however, that a court of~~

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competent jurisdiction may grant an extension for good cause; and it is further

ORDERED, ADJUDGED AND DECREED that the Referee, on receiving the proceeds of such sale, shall forthwith pay therefrom, in accordance with their priority according to law, all taxes, assessments, sewer rents, or water rates, which are, or may become, liens on the property at the time of sale, with such interest or penalties which may have lawfully accrued thereon to the date of payment; and it is further

ORDERED, ADJUDGED AND DECREED, that the Referee then deposit the balance of said proceeds of sale in her/his own name as Referee in any local banking institution insured by the FDIC, and shall thereafter make the following payments in accordance with RPAPL §1354, as follows:

FIRST: The Referee's statutory fees for conducting the sale, in accordance with CPLR 8003(b), in the amount of $500.00 ~~not to exceed $500.00 unless the property sells for $50,000.00 or more or in the event a sale was cancelled or postponed, Plaintiff shall compensate the Referee in the sum of $_____ for each adjournment or cancellation, unless the Referee caused the delay~~;

SECOND: All taxes, assessments, and water rates that are liens upon the property and monies necessary to redeem the property from any sales for unpaid taxes, assessments, or water rates that have not become absolute, and any other amounts due in accordance with RPAPL §1354(2). Purchaser shall be responsible for interest and penalties due on any real property taxes accruing after the sale. The Referee shall not be responsible for the payment of penalties or fees pursuant to this appointment. The Purchaser shall hold the Referee harmless from any such penalties or fees assessed;

THIRD: The expenses of the sale and the advertising expenses as shown on the bills presented and certified by said Referee to be correct, duplicate copies of which shall be annexed to the report of sale;

FOURTH: The Referee shall then pay to the Plaintiff or its attorney the following:

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Amount Due per Referee's Report: $362,227.22 with interest at the note rate from August 1, 2014 until November 15, 2017, together with any advances as provided for in the note and mortgage which Plaintiff has made for taxes, insurance, principal, and interest and any other charges due to prior mortgages or to maintain the property pending consummation of this foreclosure sale, not previously included in the computation, upon presentation of receipts for said expenditures to the Referee, all together with interest thereon pursuant to the note and mortgage, and then with interest from the date of entry of this judgment at the statutory rate until the date the deed is transferred;

Costs and Disbursements: $ 2848.50 adjudged to the Plaintiff for costs and disbursements in this action, if applicable as taxed or calculated by the Clerk and inserted herein, with interest at the statutory judgment rate from the date of entry of this judgment;

Additional Allowance: $ 300.00 is hereby awarded to Plaintiff in addition to costs, with interest at the statutory judgment rate from the date of entry of this judgment, pursuant to CPLR Article 83;

Attorney Fees: $ 3,500.00 is hereby awarded to Plaintiff as reasonable legal fees herein, with interest at the statutory rate from the date of entry of this judgment;

FIFTH: Surplus monies arising from the sale shall be paid into court by the officer conducting the sale within five days after receipt in accordance with RPAPL §1354(4) and in accordance with local County rules regarding Surplus Monies; and it

is further ORDERED that the referee submit proof of deposit of any surplus monies with the County ~~Treasurer~~ Comptroller, with the Supreme Court Calendar Clerk and the Suffolk County Clerk within Thirty (30) days of the date of closing title. and it is further

ORDERED, ADJUDGED AND DECREED that if the Plaintiff is the purchaser of the

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property, or in the event that the rights of the purchasers at such sale and the terms of sale under this judgment shall be assigned to and be acquired by the Plaintiff, and a valid assignment thereof is filed with said Referee, said Referee shall not require Plaintiff to pay in cash the entire amount bid at said sale, but shall execute and deliver to the Plaintiff or its assignee, a deed or deeds of the property sold upon the payment to said Referee of the amounts specified in items marked "First", "Second", and "Third" above; that the Referee shall allow the Plaintiff to pay the amounts specified in "Second" and "Third" above when it is recording the deed; that the balance of the bid, after deducting the amounts paid by the Plaintiff, shall be applied to the amount due Plaintiff as specified in paragraph "Fourth" above; that Plaintiff shall pay any surplus after applying the balance of the bid to the Referee, who shall deposit it in accordance with paragraph "Fifth" above; and it is further

ORDERED, ADJUDGED AND DECREED that all expenses of recording the Referee's deed, including real property transfer tax, which is not a lien upon the property at the time of sale, shall be paid by the purchaser, not by the Referee from sale proceeds, and that any transfer tax shall be paid in accordance with Tax Law §1404; and it is further

ORDERED, ADJUDGED AND DECREED that if the sale proceeds distributed in accordance with paragraphs "First," "Second, "Third", and "Fourth" above are insufficient to pay Plaintiff the Amount Due per the Referee's Report as set forth in paragraph "Fourth" above, Plaintiff may seek to recover a deficiency judgment against Jason Carter Mazzio and Melissa R. Mazzio(s) in accordance with RPAPL §1371 if permitted by law; and it is further

ORDERED, ADJUDGED AND DECREED that the mortgaged property is to be sold in one parcel in "as is" physical order and condition, subject to any condition that an inspection of the property would disclose; any facts that an accurate survey of the property

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would show; any covenants, restrictions, declarations, reservations, easements, right of way, and public utility agreements of record, if any; any building and zoning ordinances of the municipality in which the mortgaged property is located and possible violations of same; any rights of tenants or persons in possession of the subject property; prior liens of record, if any, except those liens addressed in RPAPL §1354; any equity of redemption of the United States of America to redeem the property within 120 days from the date of sale; and any rights pursuant to CPLR 317, 2003, and 5015, or any appeal of the underlying action or additional litigation brought by any defendant or its successor or assignee contesting the validity of this foreclosure; and it is further

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ORDERED, ADJUDGED AND DECREED that the purchaser be let into possession of the property upon production in hand of the Referee's Deed or upon personal service of the Referee's deed in accordance with CPLR 308; and it is further

ORDERED, ADJUDGED AND DECREED that the Defendants in this action and all persons claiming through them and any person obtaining an interest in the property after the filing of the Notice of Pendency are barred and foreclosed of all right, claim, lien, title, and interest in the property after the sale of the mortgaged property; and it is further

ORDERED, ADJUDGED AND DECREED that within 30 days after completing the sale and executing the proper conveyance to the purchaser, unless the time is extended by the court, the officer making the sale shall file with the clerk a report under oath of the disposition of the proceeds of the sale in accordance with RPAPL §1355(1) and follow all local County rules regarding handling of Surplus Monies; and it is further

ORDERED, ADJUDGED AND DECREED that if the purchaser or purchasers at said

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REAL PROPERTY SERVICING, LLC

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TITLE NO. FC15-LPS125

SCHEDULE A

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LEGAL DESCRIPTION

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at East Moriches, Town of Brookhaven, County of Suffolk and State of New York, bounded and described as follows:

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BEGINNING at a point on the east line of Evergreen Avenue at the extreme north end of a curve connecting a radius of 16.15 feet and a length of 24.25 feet which curve connects the east line of Evergreen Avenue with the north line of Linda Lane;

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RUNNING THENCE from said point of beginning along the east line of Evergreen Avenue North 21 degrees 57 minutes 00 seconds West 85.17 feet;

THENCE North 72 degrees 00 minutes 50 seconds East 97.00 feet;

THENCE South 17 degrees 59 minutes 10 seconds East 100.00 feet to the north line of Linda Lane;

THENCE along the north line of Linda Lane South 72 degrees 00 minutes 50 seconds West 75.00 feet to a point;

THENCE along the arc of a regular curve bearing to the right having a radius of 16.15 feet a distance of 24.25 feet to the east line of Evergreen Avenue and the point or place of BEGINNING.

FOR INFORMATION ONLY
Premises also known as: 27 Evergreen Avenue
East Moriches NY 11940

District:0200 Section:796.00 Block:05.00 Lot:020.000

County of: SUFFOLK

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sale default(s) upon the bid and/or the terms of sale the Referee may place the property for resale without prior application to the Court unless Plaintiff's attorneys shall elect to make such application; and it is further

ORDERED, ADJUDGED AND DECREED that Plaintiff shall serve a copy of this Judgment with Notice of Entry upon the owner of the equity of redemption, any tenants named in this action, and any other parties or persons entitled to service, including the Referee appointed herein; and it is further

ORDERED, ADJUDGED AND DECREED that nothing herein shall be deemed to relieve Plaintiff of any obligation imposed by RPAPL §1307 and RPAPL §1308 to secure and maintain the property until such time as ownership of the property has been transferred and the deed duly recorded; and it is further

ORDERED, ADJUDGED AND DECREED that, when the Referee files a report of sale, he or she shall concurrently file a Foreclosure Actions Surplus Monies Form; and it is further

ORDERED, ADJUDGED AND DECREED that to ensure compliance herewith, Plaintiff shall file a written report with the court within six months from the date of entry of this judgment stating whether the sale has occurred and the outcome thereof.

Said property is commonly known as 27 Evergreen Avenue, East Moriches, NY 11940.

The legal description of the mortgaged property referred to herein is annexed hereto as Schedule A and the Terms of Sale as Schedule B.

Dated:

GRANTED

DEC 21 2018

JUDITH A. PASCALE
Clerk of Suffolk County

ENTER

William B. Rebolini

Justice of the Supreme Court
HON. WILLIAM B. REBOLINI

Judith A. Pascale

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2019 JAN 15 A 11:08

JUDITH A. PASCALE
SUFFOLK COUNTY CLERK

HON. WILLIAM B. REGOLIN

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

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U.S. Bank National Association, as trustee, on behalf of the holders of Adjustable Rate Mortgage Trust 2007-2 Adjustable Rate Mortgage-Backed Pass-Through Certificates, Series 2007-2

Plaintiff(s),

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-against-

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Jason Carter Mazzio, Melissa R. Mazzio, Mortgage Electronic Registration Systems, Inc., First Lincoln Mortgage Corp.
Tod Padavan

Defendant(s)

Costs of Plaintiff

Index Number: 606353/2015

Mortgaged Property: 27 Evergreen Avenue, East Moriches, NY 11940

County: SUFFOLK

SBL#: 796.00/05.00/020.000

Costs

Costs before Note of Issue		CPLR8201(1)	$200.00
Allowance by Statute		CPLR 8302(a)(b)	
First $200.00 at 10%	$20.00		
Next $800 at 5%	$40.00		
Next $2,000.00 at 2%	$40.00		
Next $5,000.00 at 1%	$50.00		
			$150.00
Additional allowance		CPLR 8302(d)	$50.00
Discretionary costs on Motion		CPLR 8303(a)(1)	~~$300.00~~ 400.00

Fees and Disbursements

Fee for Index Number	CPLR 8018(a)	$400.00
Referee's fee to compute, per order of the Court	CPLR 8301(a)	$250.00
Paid for searches	CPLR 8301(a)(10)	$350.00
Servicing copy of Summons and Complaint	CPLR 8301(d)	$1,218.00
Reproduction costs	CPLR 8301(a)(6)	$45.50
Fees for publication of Summons	CPLR 8301(a)(3)	$0.00
Certified copies of papers	CPLR 8301(a)(4)	$0.00
Request for judicial intervention	CPLR 8020(a)	$95.00
Clerk's fee for filing of Notice of Pendency	CPLR 8021(a)(10)	$0.00
Skip trace fees CPLR	CPLR 8301(d)	$0.00
Motion Fees	CPLR 8020(a)	$90.00
Note of Issue	CPLR 8020(a)	$0.00
	Total	~~$2,448.50~~ 2848.50

COST TAXED AT $ ~~2848.50~~
TIME _____ DAY OF _____

JAN 15 2019

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CLERK OF SUFFOLK COUNTY

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